



Project title: Professional Services Agreement with CHS Engineers for Planning and Design of Sewer Lift Station #15 and Forcemain along Shore Ave.

City Council Agenda Item Cover Sheet

Council Bill #

Project: Sewer Lift Station #15 and Forcemain

Partner/Supplier : CHS Engineers

Location: Mukilteo Blvd at Shore Ave (adjacent to Edgewater Park and Bridge)

Preceding action: Plans and Systems Ordinance, Jan 29, 2020

Fund: UP 3734

Agenda dates requested:

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Services Agreement and Exhibits

Department(s) involved:

Public Works

Contact person:

Dave Voigt

Phone number:

425-257-8983

Email:

dvoigt@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

This project is budgeted within the Everett Public Utilities Capital Improvement Plan 2020-2029 (CIP) Project called; "Forcemain Condition Assessment/Redundancy".

Project summary statement:

Based on a recent evaluation, the southernmost segment of the Mukilteo Beach Interceptor has deteriorated and needs to be removed from service. Due to cost and environmental reasons, it is not appropriate to replace that sewer pipe with a new pipe in the beach. This project will collect flow from 413 single family homes at a new sewer lift station near Edgewater Park and discharge through a new pressure sewer (forcemain) pipe for approximately 2,700 linear feet along Shore Avenue.

This project is also necessary in order to proceed with subsequent condition inspection of the Mukilteo Beach Interceptor.

In addition, the City is replacing the Edgewater Bridge in 2021 and some existing sewer facilities must be relocated to avoid conflicts with the bridge construction. The work included in this scope is to evaluate several options for a location of the proposed Sewer Lift Station and associated equipment.

Recommendation (exact action requested of Council):

Authorize the mayor to sign Professional Services Agreement with CHS Engineers for Planning and Design of Sewer Lift Station #15 and Forcemain along Shore Ave in the amount of \$48,000.

CITY



**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this day of , 2020, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and CHS Engineers LLC, whose address is 12507 Bel-Red Rd. Suite 101, Bellevue, WA 98005, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to perform planning and design services for sewer facilities for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2021.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Forty-Eight Thousand Dollars (\$48,000).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Dave Voigt
3200 Cedar St.
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants)

relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4, above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the

Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. State of Washington Requirements. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. Notices.

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Dave Voigt
3200 Cedar St.
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

CHS Engineers LLC, Attn. Rodney Langer, P.E.
12507 Bel-Red Rd., Suite 101
Bellevue, WA 98005

26. Venue. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. Signature. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement or amendment thereof by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Sharon Fuller, City Clerk

Date

**STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY**

Corporation	<div>[Service Provider's Complete Legal Name]</div> <div>By: _____</div> <div>Typed/Printed Name: _____</div> <div>Its: _____</div> <div>Date: _____</div>
Partnership (general)	<div>[Service Provider's Complete Legal Name] a Washington general partnership</div> <div>By: _____</div> <div>Typed/Printed Name: _____</div> <div>General Partner</div> <div>Date: _____</div>
Partnership (limited)	<div>[Service Provider's Complete Legal Name] a Washington limited partnership</div> <div>By: _____</div> <div>Typed/Printed Name: _____</div> <div>General Partner</div> <div>Date: _____</div>
Sole Proprietorship	<div>Typed/Printed Name: _____</div> <div>Sole Proprietor: _____</div> <div>Date: _____</div>
Limited Liability Company	<div>CHS Engineers, LLC [Service Provider's Complete Legal Name] a Washington limited liability company</div> <div>By: Rodney Langer Typed/Printed Name: Rodney Langer Managing Member</div> <div>Date: 4/9/2020</div>

EXHIBIT A
SCOPE OF WORK

See attached Scope of Work Exhibit A

EXHIBIT B
COMPENSATION

☒ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
See attached Budget Tabulation Exhibit B		

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:
Fee for service shall be percent % of the base registration fees collected by the City.
Additional fees and/or surcharges levied by the City will be retained 100% by the City.
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars (\$).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____ Printed Name: _____ Title: _____

EXHIBIT A
City of Everett
Lift Station #15 and Force Main
Siting Evaluation and Pre-Design
Scope of Work
March 30, 2020

Introduction

The City of Everett owns and operates a domestic wastewater “lift station” immediately adjacent to an existing City-owned bridge along W. Mukilteo Blvd. The station is situated on the north side of the road, on a steep bank above Edgewater Creek, immediately west of Shore Ave. The station is partially on easement and partially in the City right of way. The station is west of the City’s Edgewater Park. The park includes limited parking immediately east of the station/west of the park, a large lawn and sport and play areas. Immediately east of the park is another City-owned property with lawn and trees. The City intends to remodel the park in the near future.

The station consists of a cast-in-place concrete structure configured with a control room above a dosing tank and a full depth outlet box. The tributary area is served by a separated sanitary sewer collection system, extending east along Shore Ave. and east along W. Mukilteo Blvd. The service area includes approximately 413 single family homes east and southeast of the station. The collector along Shore Ave. is approximately 29 feet deep between the park and the station. Flow from those collectors join in a manhole with bypass pipe in Shore Ave. Gravity flow enters the dosing tank or bypassed flow is directed to the outlet box. Wastewater is conveyed away from the outlet box by gravity discharge. The control room is accessible from stairs from street level and through a side door, or through a roof hatch. The dosing tank is accessible from the control room through a manhole cover in the floor. The outlet box is accessible only through a manhole. The “lift station” was originally designed as a flush tank to receive and periodically discharge a large volume of wastewater by gravity to the downstream conveyance system. The “flush” function may have been disabled since installation so that now the dosing tank and/or outlet box simply function as a flow-through wet well. The station has been modified with fencing for controlled access and SCADA and communication equipment for remote monitoring. A slab has been added to support a polyethylene tank for onsite storage of Bioxide®. This calcium nitrate solution is dosed to the wastewater for odor and corrosion management in the downstream conveyance system.

The discharge from this station is conveyed in piping north along the ravine to a City interceptor flowing east/northeast along the shoreline of Possession Sound (Mukilteo Beach Interceptor). The interceptor also receives flow from a small pump and 2” force main serving the office at the Port of Everett pier, located to the west along the shoreline. The City’s interceptor is in unknown condition and it would be very challenging to replace in the shoreline environment.

The City is planning a project to replace the bridge and that project will require additional space for construction and temporary facilities and will likely require removal of the existing station.

Given the concerns about the condition and cost of replacement of the shoreline interceptor and anticipated impacts from the bridge replacement project, the City has identified a project

to construct a new lift station and force main to replace the existing station. A force main will convey flow to a point further east along the shoreline interceptor, thus allowing the City the option of abandoning a significant portion of the interceptor. The force main is anticipated to be approximately 2,700 feet long. The flow from the Port of Everett facility would need to be rerouted to discharge to the new lift station. The first phase of the project is to confirm the capacity and sizing of the primary elements of the proposed improvements and to identify and evaluate potential sites for the lift station.

The City has preliminarily identified three alternative sites, as follows:

- A. Immediately adjacent to existing station, but out of the way of the bridge project
- B. Across Shore Ave. in the park existing parking area
- C. On Shore Ave., on the north side of the park property

As addressed in the Scope of Work, one or two additional sites may be considered, and all identified alternatives will be initially screened to develop a shortlist of up to three sites, for more detailed evaluation and comparison. The City desires a submersible pump type of station with valve vault and standby generator and continued use of calcium nitrate for odor management. The configuration of station, power and control equipment, standby power equipment and Bioxide® storage varies with each siting option, particularly to maintain public access to and use of the park in options B and C. It is anticipated that the station power equipment will include variable frequency drives (VFDs) for pump motor power supply.

Scope of Work:

The proposed scope of services for the Siting Evaluation and Pre-Design phase of engineering services is presented below. CHS will be supported by Bob Casne, P.E. of RJC Engineering, PLLC, for the power and standby power elements of this scope of work.

1. Project Management

- 1.1. Project Planning
- 1.2. Monitoring and Control
- 1.3. Project Closeout

2. Resources and Documentation

- 2.1. Review: review City preliminary planning and outline of project including force main alignment and profile and use of package lift station equipment. Review city-provided resources including GIS data for existing utilities and prior geotechnical analysis.
- 2.2. Site Visit: complete site visit with City personnel to observe existing station, structure, access, Bioxide® equipment and tank, existing power facilities, potential station locations and force main alignment and point of discharge.
- 2.3. Site Survey: complete topographical survey of alternative sites and force main alignment. Survey data will be integrated with data provided electronically by the City for property and right of way boundaries and prior topographical surveys in the area completed by or for the City, for recent private infrastructure improvements and/or for the bridge replacement project.
- 2.4. Planning Maps:
 - 2.4.1. Prepare planning-level plan and profile sheets along Shore Ave., based on GIS data and site visit observations, to document existing conditions for planning and evaluation purposes.

- 2.4.2. Prepare planning-level plan sheet from existing station to east side of Edgewater Park, based on GIS data and site visit observations, to document existing conditions for planning and evaluation purposes.

3. Capacity Estimate and Siting Evaluation

3.1. Capacity Estimate:

- 3.1.1. Estimate peak hour wastewater flow capacity (sanitary and inflow/infiltration) based on City design criteria and/or City-provided flow monitoring data for dry and wet weather conditions. Confirm sizing of HDPE force main for peak hour flow capacity with minimum velocity of 3.5 feet per second, at full-speed pump operation. Estimate potential range of total dynamic head (TDH) for alternative sites.
- 3.1.2. Estimate capacity of 480V, 3-phase power service and standby power equipment, for start of one primary pump and time-delayed start of secondary pump, and miscellaneous station electrical loads.

3.2. Siting Evaluation of Alternative Sites

- 3.2.1. Elements Configuration: identify configuration and approximate footprint of primary elements (station, parking, power and control equipment, standby generator, Bioxide®) for each alternative.
- 3.2.2. Alternatives Screening: Identify up to five potential station sites including the three indicated above and one or two more to be identified in collaboration with the City. Complete a general screening of the alternative sites on the basis of general "pros" and "cons". From the general screening, select up to three alternative sites for the Alternatives Analysis task below.
- 3.2.3. Alternatives Analysis: for up to three sites identified in the Alternatives Screening task above, identify advantages and disadvantages of each alternative and relative cost differences, including consideration of the following and other applicable differentiating factors:

- Parking and access for City operations personnel and equipment
- Impact on park access, public use and use of space thereafter not usable by park
- Distance of additional gravity sewer construction necessary, including accommodation of Port of Everett pier sewer force main discharge
- Depth of wet well
- Distance to 480V power supply
- Distance from standby generator to residential property
- Bioxide® tank and standby generator location
- Bioxide® supply modifications necessary
- Construction/coordination conflicts with park or bridge projects

Each consideration will be scored numerically to represent least to most favorable condition and each consideration may be weighted to allow prioritized criteria for the relative scoring.

- 3.3. Power, Controls and SCADA Integration: Identify primary elements of custom pump station power and control equipment including primary, and redundant elements where appropriate, including systems for level monitoring, pump control, Bioxide® supply, standby power, sensors and alarms and supporting features.

- 3.4. Public Information: prepare simple plan view technical exhibits depicting proposed station element location for up to three alternative sites, for use in City's public information programs.
- 3.5. Evaluation Report: prepare report to document and summarize findings of research, field observations, mapping, capacity estimate, alternatives configuration and alternatives analysis, and present recommendations for preferred station site and configuration, and additional analysis as appropriate. Summarize recommendations for procurement of power, control and SCADA integration work.

4. Management Reserve

- 4.1. Tasks not included in Items 1, 2 or 3 of the Scope of Work but that may be authorized by the City on a time and expense basis to support completion of the Siting Evaluation and Pre-Design phase of the work.

Deliverables:

- Planning Maps: draft and final preliminary site and force main planning maps, as basis for the siting evaluation
- Evaluation Report – draft and final report.

Notes, Clarifications and Assumptions:

- City has provided GIS data documenting existing City-owned facilities including water, sewer and stormwater piping in the project area.
- City has provided as-constructed plans for the original station construction.
- City has provided two geotechnical reports for the project area: Shore Ave. Slope Stability Study (1983) and Shore Ave. Stormwater Outfall Improvements Project (2015).
- City has provided plan and profile sheets depicting existing sanitary sewer along Shore Ave. and AutoCAD file for 2016 stormwater project along east end of Shore Ave.
- City will provide access into station control room and to Bioxide® control system.
- The station service area is not a combined sewer system. The City has flow data or prior evaluation that identifies peak hour infiltration and inflow rates or has developed criteria to be used for sizing replacement wastewater facilities.
- Factory sound-attenuation enclosures for standby power generators are beneficial for noise reduction but may not be sufficient to meet local or state noise ordinance restrictions for non-emergency daytime operation (i.e. exercising operations). City will determine if a factory sound-attenuation enclosure is satisfactory or if an extraordinary drop-over sound attenuation enclosure is warranted in the project area.
- Recommended action, if any, for modification of the existing station piping and/or station will be developed once more is known about the bridge replacement project and in context of the recommended work for Lift Station #15.
- Geotechnical or structural evaluation, if found to be recommended or necessary to support recommended work at the existing station, will be addressed in a future phase of engineering services.
- From online research, it appears that only single-phase power is available on Shore Ave.; therefore, three-phase power would have to be extended from W. Mukilteo Blvd. for sites B and C and any other sites along Shore Ave.

- Radio is presently used for the existing station SCADA communication and the City intends to convert the communication system to a cellular system.
- It is assumed that SCADA communication equipment could be relocated from the existing station.
- It is anticipated that necessary design, contract document and construction support services are future services, all at the discretion of the City.

Sewer Lift Station #15 and Forcemain Siting Evaluation and Pre-Design_UP3734 - EXHIBIT B

Date: 30-Mar-20

PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	TASK HOURS FOR EACH TASK (Whole Hours Only)				Total Hours	Cost
		1.00 Project Management	2.00 Resources and Documentation	3.00 Capacity Estimate and Siting Evaluation	4.00 Management Reserve		
1 Project Manager	\$ 68.00	16	13	33		62	\$ 4,216
2 Survey Manager	\$ 50.50		2			2	\$ 101
3 Survey Technician	\$ 40.00		4			4	\$ 160
4 Civil Engineer	\$ 38.50		18	72		90	\$ 3,465
5 CAD/GIS Technician	\$ 36.50	2	18	28		48	\$ 1,752
6 Administrative Assistant	\$ 23.00	1		4		5	\$ 115
Total Task Hours		19	55	137	0	211	
Subtotal Direct Salary Cost (DSC), \$		1,184	2,495	6,130	0		\$ 9,809
Overhead on DSC (Indirect cost) @, % 158.50%		1,877	3,955	9,716	0		\$ 15,548
Total Labor Cost, \$		3,061	6,450	15,846	0		\$ 25,357
Expenses, \$		1 Project Management	2 Resources and Documentation	3 Capacity Estimate and Siting Evaluation	4 Management Reserve		Expenses
1 Expense - Mileage and Reproduction Allowance		35	60	30			\$ 125
2 Expense - CHS Robotic Survey 8 hrs at \$180/hr			1,440				\$ 1,440
3 Expense - Allowance for Management Reserve					6,000		\$ 6,000
8 Per Labor Hr. Tech. Charge		0	0	0	0		\$ -
Total Expenses, \$		35	1,500	30	6,000		\$ 7,565
TOTAL LABOR AND EXPENSES		3,096	7,950	15,876	6,000		\$ 32,922
Subconsultant Expenses, \$		1 Project Management	2 Resources and Documentation	3 Capacity Estimate and Siting Evaluation	4 Management Reserve		Sub Expenses
1 Subconsultant, RJC Engineering, PLLC			900	10,200			\$11,100
2 Subconsultant							\$0
TOTAL SUBCONSULTANTS		0	900	10,200	0		\$11,100
Subconsultant Admin Mark-up, % 5.00%		0	45	510	0		\$555
Subtotal Cost by Task		3,096	8,895	26,586	6,000		\$ 44,577
Fee/Profit (as % of Total DSC & Overhead) 13.50%		413	871	2,139	0		\$ 3,423
Next Year's Labor Escalation*		0	0	0	0		\$ -
TOTAL ESTIMATED COST AND FEE, \$		1 Project Management	2 Resources and Documentation	3 Capacity Estimate and Siting Evaluation	4 Management Reserve		Total
		3,509	9,766	28,725	6,000		\$ 48,000

Overall Project Multiplier 2.93

Fee/Profit as a % of DSC Only 34.90%

Fed \$ involved? No